DEC - 5 2005

SANBORN REGIONAL SCHOOL DISTRICT

178 Main Street, Kingston, NH 03848 (603) 642-3688 (603) 642-7885 fax

Moving All Students Alony the Path of Success"

November 30, 2005

Please let this letter serve as "Request for Review" to the denial of funding for FRN#1257719.

Refer to CC Docket No. 02-6

Applicant/ Appellant- Sanborn Regional School District

Service Provider- CTC Communications Corp.

BEN#- 121276

SPIN #- 143004191

471 Application#- 449743

Funding Commitment Decision Letter

(Funding Year 2005: 07/01/2005 – 06/30/2006)

We are appealing the line that states:

"The amount, \$11,131.20 is "denied" "The explanation stated that a contract for the products/services need be signed and dated by both parties prior to the filing of the Form 471.

The above rule was met, due to a clerical error the copy of the contract that was faxed to the SLD representative was a copy that was not signed by one of the parties. The district was under an annual contract with CTC Communications for our telecom service at the filing date of the 471 form. I am enclosing a copy of the contract signed and dated by both parties for 04-05 and 05-06.

I would also state that past practice of the Schools and Libraries, depending on the representative, has been to request any information that was sent incomplete be completed, prior to denying funding. This was not done in this case. Funding was denied without any further contact from SLD representative.

Our district is a small district that depends a great deal on Erate funding please do not let a clerical error and the fact that an SLD representative would not make a phone call affect that funding.

Robert Ficker (bficker@sau17.org)

Director of Technology

Sanborn Regional School District

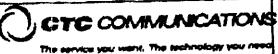
178 Main Street

Kingston, NH 03838

Phone - 603-642-7058 Fax - 603-642-8536

School Administrative Unit #17 www.sau17.org Serving the Towns of Kingston and Newton State of the Control of the Control

RECEIVED & INSPECTED



DEC - 5 2005

FCC - MAILBOOM

12-Month Local and Long Distance

rvice Addendam

Revision/lissue Date: June 2004

Document Owner: Legal

This Service Addendum sets forth the terms and conditions under which CTC agrees to provide Costoner with local, intraLATA toll and interLATA long distance phone services (tim "Services").

- As used in this Service 1. Definitions. As used in this Service Addendum, the capitalized arms hand in this Service 1 and derivates thereof shall have the meanings escribed to them in this Section 1. Capitalized terms used in this Service Addendum and not otherwise defined have the meaning given such terms in the Mester Services Agreement (or, Contourer Service Agreement, if applicable) to which this Service Addendum forms on integral part.
- "BTN" means billing telephone number.
- "1±" means inbound 800 and outhound interstate switched long distance usage but attributes interestional calls (including those placed to Canada and Mercico), calls placed from calling cards, ahemately billed calls, calls placed to operator services or directory assistance, casual disting telecommunications saley service, calls placed to information services, and local or other intrastate calls.
- 1.3 "Minimum Commitment" means 50% of the total monthly recurring charges for local services discountable under this plan as calculated during the first full month of billing.
- "Service Term" means a period of twelve (12) months.
- Term. The Castomer agrees to purchase the Services for the Service Term. Upon apprehing of Service Term, rates and charges for the Services will automatically revert to CTC's standard twiffled rutes for the applicable Service.
- 3. <u>Terms of Service.</u> So long as Contourer (1) satisfies the Minimum Commitment, (ii) all local phone lines and trusts receiving the discount set forth below remain presubscribed to CTC's interLATA long distance service for the entire Service Tunn, and (iti) satisfies any other applicable terms and conditions are forth in the Master Services Agreement (or, if applicable, Customer Service Agreement) and any applicable CTC turiffs and published terms and conditions, the Customer shall be entitled to the following discounted rates and charges during the Service Team:
 - A fifteen purpose (15%) discount off CTC's monthly recurring rates and charges associated with local business lines and tranks and astrociated features.

- A rate of \$.049 per minute on 1+ calls.
- The common line charge applicable to business lines and trunks subscribed for under this plan as more fully described in CTC's FCC Taxiff No. 3 which in available on CTC's web site at www.stenet.com/lepainfo/teriffs.
- Terrelaction Charges. If Customer fails to satisfy the conditions set forth in Section 3 or discontinues. the Services prior to the expiration of the Service Term, the Customer shall pay to CTC a termination liability equal to the difference between CTC's then current standard tariff rates for the Services and the discounted rate provided for the Services under this term option plea multiplied by the number of months this turn plan was in place.
- 5. Customer Acknowledgesment. Customer acknowledges that by listing a BTN on the attached Agreex Aclmowindenness. A (or, in the case of an existing costomer, initialing and attaching a copy of CTC's current billing records identifying BTN's), all related working telephone numbers and features associated therewith will be covered by this olen

IN WITNESS WHEREOF, the parties have caused this Service Addendum to be signed by their duly authorized representative as of x7/15, 2004.

CTC COMMUNICATIONS CORP.

By Reachope letameter Name: Penalope A. Hamilton Title: Account Manager

Notice Address:

CTC Communications Corp.

270 Boar Hill Road

Walthern MA 02451

Attention: General Counsel

Facaimile: (781) 522-8711

* SANDORN BEGION SCHOOL DISTRICT

Cruent Full Legal Nan

BY: X PRINTED FICKER
NOME X ROBERT FICKER
THE X DIRECT OF TECHNOLOGY

Notice Address: x 178 MAIN St. KINGSTON, MI

Attention: Bob Ficker

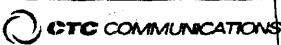
Facsimile: x 403 - 642 - 8536

ANNEX A - BTN LISTING

| | BTN Lipting |
|----|--------------|
| 1 | 603-642-3341 |
| 2 | 603-642-9015 |
| 3 | 603-382-6226 |
| 4 | 603-382-1466 |
| 5 | 603-382-5251 |
| 6 | 603-382-7611 |
| 7 | 603-382-8546 |
| 8 | 603-642-3038 |
| 9 | 603-642-3688 |
| 10 | 603-642-4640 |
| 11 | 603-642-7176 |
| 12 | 603-642-4684 |
| 13 | 603-642-7058 |
| 14 | 603-642-8536 |
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service you want. The technology you need

DEC - 5 2005

12-Month Local and Long Distance Service Toran Plan Service Addendum

Revision/Issue Date: June 2005

يواجد إفلاق والواجه

Document Owner: Legal

This Service Addendum sets forth the terms and conditions under which CTC agrees to provide Customer with local intraLATA toil and interLATA long distance phone services (the "Services").

- 1. Definitions. As used in this Service Addendum, the capitalized terms listed in this Section I and derivates thereof shall have the meanings ascribed to them in this Section I.
- 1.1 "At" means inbound 800 and ourboard interstate switched long distance usage but excludes international calls (including those placed to Canada and Mexico), calls placed from calling cards, alternately billed calls, calls placed to operator services or directory assistance, casual dialing, telecommunications relay service, calls placed to information services, and local or other intrastate calls.
- 1.2 "Minimum Commitment" means 50% of the total monthly recurring charges for local services discountable under this plan as calculated during the first full month of billing.
- 1.3 "Service Term" means a period of twelve (12) months.
- 2. Jerus. The Customer agrees to purchase the Services for the Service Term. Upon expiration of Service Term, rates and charges for the Services will automatically revert to CTC's standard surified rates for the applicable Service.
- 3 <u>Terms of Service</u>. So long as Customer (i) satisfies the Minimum Commitment, (ii) all local phone lines and trunks receiving the discount set forth below remain presubscribed to CTC's interLATA long distance service for the entire Service Term, and (iii) any applicable CTC tariffs and published terms and conditions, the Customer shall be entitled to the following discounted rates and charges during the Service Term:
- A fifteen percent (15%) discount off CTC's monthly recurring rates and charges chaciated with local business lines and trunks and associated features.
- A rate of \$.049 per minute on 1+ calls.
- The common time charge applicable to business lines and trunks subscribed for under this plan as more fully described in CTC's FCC Tariff No. 3 which is available on CTC's web site at www.stenet.com/legalinfo/tariffs.

- 4. Termination Charres. If Customer fails to satisfy the conditions set forth in Section 3 or discontinues the Services prior to the expiration of the Service Term the Customer shall pay to CTC a termination liability equal to the difference between CTC's then current standard tariff rates for the Services and the discounted rate provided for the Services under this term option plan multiplied by the number of months this term plan was in place.
- 5. Customer Admowledgement Customer acknowledges that by listing a Service Location or a GTC Account Number on the attached Annex A all billing telephone numbers, working telephone numbers and features associated therewish will be covered by this plan.
- 6. Credit Check CTC's obligation to provide the Services to Customer is subject to approval by CTC of this Service Addendum and Customer's credit status. Customer's argument below constitutes authorization for CTC to obtain credit information from any credit bureau or other investigative agency perturning to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, it may be required to sobmit a guaranty, letter of credit or deposit in order to receive the Services.

IN WITNESS WHEREOF, the parties have caused this Service Addendum to be signed by their duly authorized representative as of July 26, 2005.

CTC COMMUNICATIONS CORP.

By: Jene 17 C. Flory Name: Penelope Hamilton Title: Account Executive

Notice Address:

CTC Communications Corp.
220 Bear Hill Road
Waltham, MA 02451
Attention: General Coursel
Facsimile: (781) 522-8711

Sanborn Regional School District (Full Legal Name of Customer)

By X Folker Title: Director of Technology

Notice Address: 178 Main Street Kingston, NH 03848

Attention; Bob Ficker Faccimile: 603-642-8536

ANNEX A

| Service Location(s) | CTC Account Number | |
|----------------------------------|--------------------|--|
| 179 Main St. Kingston, NH | 269553 | |
| 31 West Main St. West Newton, NH | 910943 | |
| 31 A West Main St. Newton, NH | 589202 | |
| 2 Main St Kingston, NH | 910945 | |
| 31 A West Main St. Kingston, NH | 910978 | |
| 178 Main St. Kingston, NH | 911025 | |
| 123 Newam Rd. Plaistow, NH | 910946 | |
| 13 Church St. Kingston, NH | 589198 | |
| 13 Church St. Kingston, NH | 911031 | |
| | | |
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